

(d) If after the receipt by the Mortgagor of an offer by the Lessee to purchase the Property made pursuant to the Lease, the Mortgagor shall not make the payment referred to in clause (2) of paragraph 10(c) or notify the Lessee of its acceptance of said offer within the time permitted by paragraph 10(c), or if after notifying the Lessee of such acceptance, the Mortgagor shall fail to comply with the provisions of the Lease or cause the same to be complied with, then the Mortgagee may give notice to the Lessee of such acceptance and such notice shall constitute a valid and binding acceptance of Lessee's offer.

(e) The Mortgagee shall not give notice to the Lessee of the acceptance of any offer by the Lessee to purchase the Property which is made pursuant to the provisions of the Lease until after the tenth day prior to the expiration date of the period within which such offer may be rejected, and notwithstanding the provisions of paragraph 10(c), if any default in the payment by the Mortgagor of the principal of or the interest on any Note shall have occurred and be continuing on the date of the receipt by the Mortgagor of such offer, the Mortgagor shall take no action to accept or reject such offer until after the tenth day prior to the expiration date of the period within which such offer may be rejected.

(f) If, pursuant to paragraph 12(b), 14(b) or 15(c) of the Lease, the Lessee shall offer to purchase the Property, and if there shall have occurred and be continuing on the date of receipt of such offer by the Mortgagor any default in the payment by the Mortgagor of the principal of or the interest on any Note, then, notwithstanding the provisions of paragraph 10(c), the Mortgagee may on or prior to the tenth day prior to the expiration date of the period within which such offer may be rejected, instruct the Mortgagor in writing to cause such offer to be rejected, and the Mortgagor (or the Mortgagee on behalf of the Mortgagor) shall promptly reject the Lessee's offer to purchase. If no such instruction shall have been received by the Mortgagor on or prior to such date, then the Mortgagor shall promptly accept such offer pursuant to clause (1) of paragraph 10(c).

(g) Payments received from the Lessee as the purchase price for the Property or said interest shall be applied in accordance with paragraph 14. If the Mortgagor or any future owner